

FEE AGREEMENT

(CHAPTER 11 REORGANIZATION)

Apartamentos Velazquez, Inc. (hereinafter referred to as “Client”), hereby retains JOSHUA D. GREENE, and the firm of SPRINGER BROWN, LLC (hereinafter referred to as “Attorney”), to represent it for the purpose of preparing for and commencing a case under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), in accordance with the following terms and conditions:

RETAINER: Client agrees to pay a retainer to Attorney in the amount of \$10,000.00. Such retainer is to be paid to Attorney as advance payment of fees and may be immediately applied against bills and expenses by Attorney. Such retainer is in no way to be construed as a security deposit or as collateral against future payment.

Initial Costs includes filing fees in the amount of \$1,717.00.

The Retainer and Initial Costs must be paid in full before the Attorney is required to file the Petition and other documentation necessary to commence the Chapter 11 case.

SERVICES: The services to be provided by counsel are as follows:

1. Preparation of the Petition, Schedules, Statement of Affairs, and such lists, matrices and Exhibits as may be appropriate to commence the Chapter 11 case.
2. Consulting with and advising client concerning legal rights and obligations under Chapter 11, including the filing of appropriate operating reports.
3. Attendance with Client at the meeting of creditors, and any adjournments thereof.
4. Review of all executory contracts, and representation with respect to the assumption or rejection of such contracts.
5. Negotiation and preparation of a Plan of Reorganization and Disclosure Statement, and representation of Client throughout the process of confirmation of such Plan.
6. Representation of Client with respect to the enforcement of the Automatic Stay and all applications for relief therefrom.
7. Representation of Client with respect to negotiation of adequate protection and cash collateral orders, if appropriate.
8. Retention and compensation of appropriate professionals.

FEES AND BILLING: Client understands and acknowledges that the Attorney's fees charged in this matter shall be in accordance with the Schedule of Fees attached hereto and incorporated herein (in the event this legal matter extends beyond one year and an hourly rate applies, the hourly rate will thereafter change to Attorney's usual and customary hourly rate thereafter for all services rendered, in addition to reimbursing Attorney for all out of pocket costs incurred such as, but not limited to, Court costs, Sheriff's fees, messenger fees, cost of transcripts, expert witness fees, private investigator's fees, other witness fees, overnight mail, photocopies, postage, etc. NOTE: the hourly rate applies to telephone calls, letters and meetings between the Attorney and Client.

Client agrees to pay Attorney all fees billed which shall be credited against the final bill for fees and costs, Client further agrees to pay such interim bills if applicable as shall be submitted by Attorney during the course of this matter and to pay them and the final bill, if any, within thirty (30) days of the rendering of same. Client understands and agrees that in the event any interim bill is not paid, Attorney may withdraw from the matter or matters upon which they are representing Client. In the event legal action is necessary to collect any sums due from Client, Attorney may add to any balance due a reasonable attorneys' fee and Court costs for the collection of same.

A statement of time expended and fees and costs incurred are kept and will be provided to Client from time to time if requested or in monthly statements sent to Client, depending on the activity of Client's file.

In the event Client fail to make any payment required within fourteen (14) days after it is requested, or to cooperate with Attorney as stated below, Client agree that Attorney will have the right to cease work on the case and to apply to the Court to withdraw as Client's attorney in the matter.

CLIENT RESPONSIBILITIES:

It is the responsibility of Client to provide timely and complete, accurate, up-to-date information regarding Client's assets and liabilities, and all other matters set forth in the Schedules, Statement of Affairs, Operating Reports, and Disclosure Statement. Client further agrees to immediately instruct Client's accountants, attorneys, consultants and employees to cooperate with Attorney and provide them with any such information as Attorney requests.

It will be necessary for Attorney to communicate with Client from time to time as Client's matter progresses, and to take such action as the circumstances may warrant in the event of any change in Client's situation. Therefore, Client should be sure that all times we know where Client can be reached, i.e., Client must provide any changes in Client's phone number and/or address. Client further agrees to respond to any communications from Attorney promptly and without delay

Attorney agrees to diligently perform the agreed services and faithfully pursue the interests of Client. **NO RESULTS ARE GUARANTEED.**

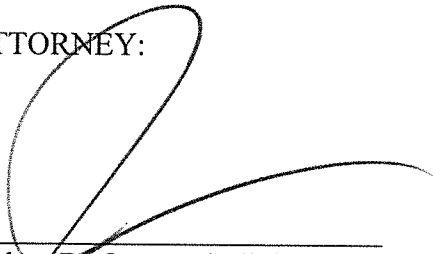
Client acknowledges that Attorney shall not be required to undertake any action on behalf of Client unless Attorney agrees that the action is in the best interest of Client and the action is proper pursuant to the applicable statutes and Rules of Court.

The word Client as used herein shall be deemed to include the singular and plural, feminine and masculine gender as the case may be and all pronouns shall be similarly construed.

Client may terminate this agreement at any time, for the purpose of retaining another attorney to represent it or otherwise; and Client should feel free to discuss fees and expenses with Attorney as the case progresses. Client agrees to advise Attorney in writing of any such termination, and to pay any fees and costs outstanding at that time.

**CLIENT ACKNOWLEDGES THAT HE HAS RECEIVED A FULLY
EXECUTED COPY OF THIS AGREEMENT AND THAT HE HAS READ,
UNDERSTANDS AND AGREES TO THIS AGREEMENT.**

ATTORNEY:



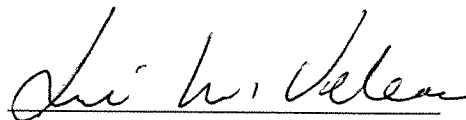
Joshua D. Greene, individually and
On behalf of Springer Brown,

Date

3/19/15

CLIENT:

By:



Date:

3-19-2015

By: _____

Date: _____

SPRINGER BROWN, LLC

2015 ATTORNEY HOURLY BILLING RATES:

David R. Brown	\$425.00
Thomas E. Springer	\$400.00
Elizabeth Anne Bates	\$400.00
Richard G. Larsen	\$315.00
John H. Squires	\$450.00
Joshua D. Greene	\$315.00
Michelle M. Springer	\$305.00